



**Bargaining Agreement between the Town of Arlington  
and the  
Service Employees International Union Local 888**

**July 1, 2015 through June 30, 2018**

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## **Article I      Duration of Agreement**

1. This agreement shall be effective July 1, 2015 through June 30, 2018.
2. The union and the employer agree to re-open negotiations on any appropriate matters on or about February 1, 2018 to be effective July 1, 2018. If agreement cannot be reached by May 1, 2018, then both or either parties may utilize the impasse procedure (mediation and fact-finding) set forth in section 9 of Chapter 1078 of the Acts of 1973. If impasse on any matter continues after expiration of this contract then the parties by mutual consent may extend this agreement.

## **Article II      General Purpose**

This agreement entered into by the Town of Arlington by its Town Manager, hereinafter referred to as the employer, and Service Employees International Union, Local 888, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the employer and the union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work, fringe benefits and other conditions of employment.

## **Article III      Recognition**

The employer recognizes the union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, fringe benefits and other conditions of employment for the following employees of the Town of Arlington:

ATP-14 DP Systems Manager

ATP-12 Operations Manager - DPW

ATP-11 Executive Director - COA  
Production Coordinator/Comp. Op. (SS)  
Wire Inspector/Superintendent of Wires  
Superintendent of Building Maintenance  
Deputy Treasurer/Deputy Collector

ATP-10 Dir of Housing and Disability – Weatherization

ATP-9 Senior Civil Engineer  
Supervisor of Highway  
Supervisor of Water & Sewer

ATP-8 Plumbing and Gas Inspector  
General Foreman

ATP-7 Local Building Inspector  
Senior Programmer  
Master Mechanic - Community Safety  
Assistant Comptroller  
Technical Resource Administrator- Housing & Disability

Supervisor of Bldg Maintenance  
Supervisor of Motor Equip. Repairs  
Park Maintenance Supervisor  
Forestry Supervisor  
Cemetery Supervisor  
Supervisor of Recreation  
Recreation Facilities Supervisor

ATP-6 Supervisor of Custodians  
Senior Crime Analyst – Community Safety  
Office Manager – Health and Human Services

ATP-5 Director of Veterans Services

ATP-4 Production Coordinator/Comp. Op. (DP)  
Programmer  
Administrative Assistant – Police

ATP-3 Assistant Town Clerk

\*\*\*When the incumbent Technical Resources Administrator, Michael DiNicola, vacates the position the position will return to non-union status.

#### **Article IV Rights of Management**

The listing of the following specific rights of management in this article is not intended to nor shall be considered restrictive of or as a waiver of any of the rights of the employer not listed herein.

- A. Among such management responsibilities as are vested exclusively in the employer are the following: the right to hire, promote, transfer, assign and retain employees in positions with the department and to suspend, demote, discharge or take other disciplinary action against employees for just cause, to relieve employees from duty because of lack of work or other legitimate reasons, to determine the method, means and personnel by which such operations are to be conducted and to take whatever action may be necessary to carry out the work of the town in situations of emergency.
- B. The employer shall have the freedom of action to discharge its responsibility for the successful operation of the Town of Arlington, including the scheduling of operations, the methods and materials used in carrying out the functions of the town and the extent to which its own or other facilities and/or personnel shall be used.
- C. Nothing in this article shall be construed to conflict with Chapter 31 of the General Laws of Massachusetts. (Ter. Ed)
- D. Such inherent management responsibilities are not subject to arbitration and shall remain exclusively with the employer except as they may be shared with the union by the provisions of this agreement.
- E. The Town reserves and retains the right to contract out work, or subcontract out work. Pursuant to the exercise of such rights, no employee shall be laid off if there is available work in the same position or in a similar position, which he/she is qualified to fill and is eligible to fill under civil service law and rules.

## **Article V      No Strike Clause**

- A. No employee covered by this agreement shall engage in, induce or encourage any strike, work stoppage, slow down, or withholding of services, such as refusal to work emergency overtime as may be required during the life of this agreement. The union agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slow down, or withholding of services.
- B. Should any employee or group of employees covered by this agreement engage in any strike, work stoppage, slow down or withholding of services, the union shall forthwith disavow any such strike, work stoppage, slow down or withholding of services, and shall refuse to recognize any picket line established in connection therewith. Furthermore, at the request of the municipal employer, the union shall take all reasonable means to induce such employee or groups of employees to terminate work stoppage the strike, slow down or withholding of services and return to work forthwith.
- C. In consideration of the performance by the union of its obligations under sections A & B of this article, there shall be no liability on the part of the union nor of its officers or agents for any damages resulting from the unauthorized breach of the agreement contained in this article by Individual members of the union.

## **Article VI      Union Dues and Agency Fee**

Employees shall tender an agency fee or weekly membership dues by signing the authorization of dues form. During the life of this agreement and in accordance with the terms of the form of authorization of check off of dues hereinafter set forth, the employer agrees to deduct union membership dues levied in accordance with current practice now in effect in the Town of Arlington from the pay of each employee who executes or has executed such form and remit the aggregate amount to the treasurer of the union along with a list of employees who have had said dues deducted according to the union membership card which union members must sign when they join the union, it is necessary for a union member desiring withdrawal from the union to write to said union indicating his intention of withdrawal. In view of the above, the dues will continue to be deducted for the next 60 days after intention of withdrawal has been given to the union by the union member.

## **Article VII      Discrimination and Coercion**

There shall be no discrimination by the town or any of the agents of the employer against any employee because of his activity or membership in the union. The employer further agrees that there will be no discrimination against any member for his adherence to any provisions of this agreement or his/her refusal to comply with any order, which would violate this agreement, state law or town by law.

## **Article VIII      Grievance and Arbitration Procedure**

Any grievance or dispute which may arise between the parties, involving the application, meaning or interpretation of this agreement, shall be settled in the following manner:

**Step 1:** The employee shall present the grievance in writing to a grievance committee which shall consist of three members of the union, elected by the body, who will review said grievances and make recommendations as to the disposition of said grievance.

**Step 2:** the union steward and/or representative, with the aggrieved employee, shall take up the grievance or dispute in writing with the employee's department head within ten (10) working days of the date of the grievance or his knowledge of its occurrence. The department head shall attempt to adjust the matter and shall respond to the steward within ten (10) working days.

**Step 3:** If the grievance still remains unadjusted, it shall be presented to the Town Manager in writing within ten (10) working days after the response of the department head is received. The Town Manager shall respond in writing within (10) days.

**Step 4:** If the grievance is not settled, either party (but no individual employees or group of employees) may, within fifteen (15) days after the reply of the Town Manager is due submit the grievance to arbitration. Submission to arbitration shall be by letter to the American Arbitration Association with a copy to the other party.

The arbitrator shall be selected and the arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Expenses for the arbitrator's services shall be shared equally by the parties.

The arbitrator shall be without power to alter, amend, add to, or subtract from the express language of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

A grievance shall be deemed waived unless presented to the next higher step within the time limits so provided unless such time limits for filing a grievance are extended by mutual agreement of the parties.

#### **Article IX Civil Service**

The employer and the union shall recognize and adhere to all civil service laws relative to seniority, promotions, transfers, discharges, removals and suspensions. A grievance involving the suspension, dismissal, removal or termination of an employee under civil service law and rules may in any instance be subject to binding arbitration by mutual agreement of the parties and the election of the employee involved, in accordance with the provision of Chapter 150 E of the Massachusetts General Laws. In any such proceeding either under civil service law and rules or under the grievance and arbitration procedure, the union reserves the right to represent employees covered by this agreement.

#### **Article X Seniority**

Seniority of the employees on the civil service list shall be determined in accordance with the provisions of Section 15D of Chapter 31 of the General Laws of Massachusetts. Selection of applicants for promotion in all cases within the bargaining unit will take into account an evaluation of such factors as: qualifications, job knowledge, job performance, attendance record, dependability, initiative, cooperation, etc. All above-mentioned factors being equal, the most senior person will be appointed.

#### **Article XI Holidays**

In order to qualify for holiday credit, a regular employee shall have worked on the last regularly scheduled work day prior to, and the next regularly scheduled work day following such holiday, unless it is an absence for which compensation is payable under Article 7C of the bylaws of the Town. The following days in each year shall be considered as holiday credits:

- New Years' Day
- Martin Luther King Day
- Presidents' Day
- Patriots' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Thanksgiving Friday
- Christmas Day

Whenever Christmas Eve falls on a Monday through Friday inclusive, it shall be considered a full holiday. A half-holiday shall mean four hours off with pay. Good Friday in each year shall be considered as a half-day holiday credit. Whenever a legal holiday falls on Saturday, another working day off with pay shall be arranged at the discretion of the department head. If the holiday falls on Sunday, the following day will be the working day off. Holiday pay shall be a day's pay at straight time rate. If a holiday occurs within an employee's vacation period then he/she shall receive an additional day's vacation with pay.

## **Article XII Vacations**

A. Vacation leave with pay shall be granted to all regularly employed personnel, subject to the classification and compensation plans. These employees are provided opportunity to accrue vacation leave in order that he/she may have periods of rest and relaxation from his/her job for health and well being, consistent with work load and staffing requirements of their department. Employees are encouraged to request vacation leave in blocks of time to ensure rest and relaxation. An employee shall be considered regularly employed and eligible for vacation if he/she has worked six months for the Town in a position included in the Classification and Compensation Plan.

### **B. Accrual Rates.**

1. Vacation leave credits are not accumulated and cannot be used during the first six (6) months.
2. All regularly employed personnel shall be credited with five (5) days of vacation leave upon completion of his/her first six (6) months of service as long as these employees do not receive more vacation leave in their first year of employment than granted in number three below.
3. All regularly employed personnel with more than six (6) months but fewer than five (5) years of service shall receive twelve (12) days of vacation leave.
4. All regularly employed personnel with more than five (5) years but fewer than ten (10) years of service shall receive eighteen (18) days of vacation leave.

5. All regularly employed personnel with more than then (10) years but fewer than twenty-five (25) years of service shall receive twenty-four (24) days of vacation leave.
6. All regularly employed personnel with more than twenty-five (25) year of service shall receive thirty (30) days of vacation leave.

C. Vacation leave will be granted to all eligible employees, according to their accrual rates, on January 1 of each year.

D. The Scheduling of vacation periods with pay shall be arranged and approved prior to use by the Department Head for such time or times as best serve the public interest and department efficiency. In case of conflict in scheduling vacation time, preference will be given based on seniority or other provisions established by the Department Head.

E. Vacation leave may not be accumulated from one vacation year to another, except when in the opinion of the appointing authority, it is impossible or impractical to use because of work schedules or other emergencies to do otherwise. Requests for such carryover must be submitted to the appropriate appointing authority before the end of the calendar year in which the vacation leave was granted.

F. Absences on account of sickness in excess of those authorized or for personal reasons not provided for under leave regulations may, at the discretion of the Department Head, be charged to vacation leave.

G. Whenever employment is terminated by dismissal through no fault or delinquency of an employee's part, or by resignation, retirement, or death, without his/her having been granted a vacation to which he/she is entitled, he/she or in the case of his/her death, his/her estate shall be paid vacation pay at the regular rate of compensation at which it was earned payable to him/her at termination of employment.

H. If a holiday falls within the vacation period, it shall not count as part of the vacation allowance.

I. Regular part-time employees accrue and earn vacation leave on a pro-rated basis according to the differences between their regularly scheduled workweek and the normal workweek.

J. Vacation leave credits shall not be advanced for use prior to their being earned.

### **Article XIII Sick Leave**

A. Earned sick leave with pay will be limited to one-and-one quarter (1 ¼) days per month, not to exceed fifteen (15) days per year, and will be credited on the first day of each month. Sick leave credit will begin on the first day of the month following employment except as otherwise provided in Sub-Section A of Section 12 of Article 7C of the by-laws of the Town. Employees having an aggregate of more than two (2) days of authorized leave without pay in any calendar month shall not receive sick leave credit for that month.

- B. Employees having unauthorized absence without pay in any calendar month shall not receive sick leave for that month. Employees absent because of industrial accident shall be entitled to convert any unused vacation credit in that year to sick leave. Sick leave shall be granted for sickness or injury and for absence because of quarantine in the family.
- C. There shall be payment of accumulated sick leave upon the employee's death, retirement, or his leaving the employment of the Town. When a person leaves the employment of the Town, this employee, or in the case of death the employee's estate, shall be paid twenty-five percent (25%) of the employee's rate of pay for any and all unused and accumulated sick leave. Any employee hired after July 1, 1997 will have sick leave buy back limited to 150 days.

#### **Article XIV    Personal Leave**

- A. A personal leave of absence of one day per year with pay shall be granted to all full time employees of the town who have completed one year of full time service.
- B. Employees who do not use sick leave shall be granted personal leave without loss of pay up to five (5) days per fiscal year in accordance with the following:
  - 1) Employees who do not report out sick from January 1, to March 31 shall receive one (1) additional personal day.
  - 2) Employees, who do not report out sick from April 1, to June 30, shall receive one (1) additional personal day.
  - 3) Employees, who do not report out sick from July 1, to September 30, shall receive one (1) additional personal day.
  - 4) Employees, who do not report out sick from October 1, to December 31, shall receive one (1) additional personal day.
  - 5) In addition to the foregoing, those employees who don not report out sick more than four (4) days during the fiscal year shall receive one (1) additional personal day.

#### **Article XV    Bereavement Leave.**

An absence with pay, to the extent necessary but not to exceed five (5) days shall be granted in case of death of immediate family meaning spouse, child, father, mother, sister, brother, grandparent, grandchild, father and mothers-in-law. An absence with pay of one (1) day shall be granted in case of death of an employees' other in-laws or grandparents of spouse.

#### **Article XVI    Salary and Merit Increases**

- 1. Effective July 1, 1980 a 4.25% increase.
- 2. All employees who are eligible for a step increase during the fiscal year will receive it effective July 1, 1980. Step increases are based on a merit review as in the past.
- 3. Merit Increases - All employees at maximum as of June 30, 1980, will be eligible for a 4.25% merit increase effective July 1, 1980. Those receiving a step increase are not eligible for the merit increase. Those individuals who do not receive the merit increase may appeal to a board consisting of one Union appointee, one Management appointee, and one mutually agreed upon third party. This Board shall review the aggrieved



employee's performance and shall be empowered to make recommendations to the appointing authority that the individual should receive the increase with the final decision remaining with the appointing authority. Those individuals who received a merit increase July 1, 1980, shall have that increase built into their base pays effective that date. All merit increases shall become part of base pay.

4. An across the board increase of 5% effective July 1, 1981. An across the board increase of 3% based upon the July 1, 1981 rate effective June 30, 1982.
5. All employees who will not have attained their maximum level by July 1, 1982 shall be subject to a performance review and those receiving a satisfactory performance review shall receive in addition to their step increase an additional 3.5% merit increase effective July 1, 1982.
6. All employees who will not have attained their maximum level by July 1, 1983 shall be subject to a performance review and those receiving a satisfactory performance review shall receive in addition to their step increase an additional 3.5% merit increase effective July 1, 1983.
7. All employees who will have attained their maximum step level as of July 1, 1982 shall receive a 7% merit increase on such date provided that such employee shall have received a satisfactory performance review.
8. All employees who will have attained their maximum step level as of July 1, 1983 shall receive a 7% merit increase on such date provided that such employee shall have received a satisfactory performance review.
9. Effective July 1, 1984 a 5% deferred salary increase.
10. Effective July 1, 1985 a 5% salary increase
11. Effective July 1, 1986 a 4% Increase.
12. Effective January 1, 1987 a 2% increase
13. Effective July 1, 1987 a 4% increase.
14. Effective July 1, 1988 a 5% increase.
15. Effective July 1, 1989 a 5% increase.
16. Effective July 1, 1990 a 5% increase.
17. All employees employed by the Town on January 1, 1993 shall receive a 2% deferred increase effective July 1, 1991.
18. Effective July 1, 1993, a 2% increase; and effective January 1, 1994 a 1% increase.
19. Effective July 1, 1995, a 3% retroactive increase to July 1, 1994.
20. Effective July 1, 1996, a 3% retroactive increase to July 1, 1995.
21. Effective July 1, 1997, a 3% retroactive increase to July 1, 1996.
22. Effective July 1, 1997 a 3% increase.
23. Effective July 1, 1998 a 3% increase.
24. Effective July 1, 1999 a 3% increase.
25. Effective July 1, 2000 a 3% increase.
26. Effective July 1, 2001 a new salary and classification plan.
27. Effective July 1, 2002 a 3% increase.
28. Effective July 1, 2003 a 3% increase.
29. Effective July 1, 2004 a 2% increase.
30. Effective January 1, 2005 a 2% increase.
31. Effective July 1, 2005 a 2% increase.
32. Effective July 1, 2006 a 2½% increase.
33. Effective July 1, 2007 a 3% increase.
34. Effective July 1, 2007 a ½% salary increase in exchange for the elimination of the clothing allowance provision.
35. Effective July 1, 2008 a 2½% increase.

36. Effective June 30, 2011 a 2% increase.
37. Effective January 1, 2012 a 1% increase contingent upon acceptance to the Group Insurance Commission (GIC).
38. Effective July 1, 2012 a 3% increase.
39. Effective July 1, 2013 a 2.75% increase.
40. Effective July 1, 2014 a 2.75% increase.
41. Effective July 1, 2015 a 2% increase.
42. Effective July 1, 2016 a 2% increase.
43. Effective July 1, 2017 a 2% increase

## **Article XVII Longevity**

For purposes of determining longevity, the December 1<sup>st</sup> after the appropriate employee's anniversary date shall be utilized;

5 years but less than 10 years	1% of salary
10 years but less than 15 years	2% of salary
15 years but less than 20 years	3% of salary
20 years but less than 25 years	4% of salary
25 years but less than 30 years	5% of salary
30 years or more	6% of salary

An employee who has or will reach the fifth, tenth, fifteenth, twentieth, twenty-fifth, or thirtieth anniversary date of continuous full time service in the calendar year shall be paid in a lump sum his respective longevity payment on the regular pay date nearest December first (1<sup>st</sup>). Any employee who retires or, in the case of his death, his designated beneficiary or estate shall be paid pro-rated longevity pay for such year with his final paycheck.

Part-time employees working 20 hours per week or more are eligible for prorated longevity. Part-time employees who later become full-time employees shall receive full credit for their part-time years if they worked 20 or more hours per week during those years.

## **Article XVIII Health Insurance**

This provision is expressly conditions on, and subject to, the agreement of the GIC to accept the Town into the GIC effective January 1, 2012:

PLAN	Employee's Premium Contribution Rate
Indemnity Plans	25%
PPOs and POS Plans	20%
HMOs	15%

All Plans Employees hired on or after December 1, 2011 shall pay 25%

If after successfully transferring member/subscribers to the GIC pursuant to G. L. c. 32B, §§ 21 and 23 the Town transfers employees out of the GIC any time after the term of this agreement, the employee premium contribution rates shall be as follows:

HMOs 15%

All other plans 25%

All Plans Employees hired on or after December 1, 2011 shall pay 25%

### **Opt-Out Program**

For all active employees and retiree benefits eligible subscribers enrolled on the Town's health plans on or before July 1, 2011, there shall be an opt-out program. An incentive (with proof of alternative coverage) of \$2,000 (\$166.66 per month) will be offered for those on individual plans and an incentive of \$4,000 (\$333.33 per month) will be offered for those on family plans. Subscribers whose spouses are enrolled on the Town's health plan may not enroll onto their spouse's plan and receive the incentive. Participants in this program may opt back into health insurance without waiting periods or preexisting conditions limitations if the participant experiences a qualifying event. The participant may opt back in at open enrollment without limitations. The Town reserves the right to modify or discontinue the program with 60 (sixty) days notice to the SEIU President in advance of the next open enrollment, said discontinuance to be effective on the subsequent plan renewal date.

### **Flexible Spending Account**

The Town will continue to provide a flexible spending account program (i.e. "Section 125" plan). The Town shall pay any annual administrative fee for subscribers who opt into the program for the duration of this Agreement (June 20, 2012). The program shall include a voluntary debit card system the fee for which shall be the responsibility of the employee. Employees may set aside funds up to the maximum amount permitted by the Patient Protection and Affordable Care Act (PPACA) but not more than \$3,500.

### **Voluntary Dental, Re-bid and Administration**

The Town shall administer, including administration of a new request for proposal as appropriate, a voluntary dental plan that will be available to eligible subscribers; eligible subscribers will pay one hundred percent (100%) of the premiums. Active employees will have the benefit of pre-tax deductions through payroll. Provision of the voluntary dental plan is contingent on maintaining the required level of enrollment as determined by the Insurer. Eligible subscribers who enroll in this voluntary dental plan will be ineligible to re-enroll in said plan should they elect to drop dental coverage, however, if they have a qualifying event they may rejoin no sooner than two year after dropping coverage.

### **Health Reimbursement Arrangement**

Upon the exhaustion of the EHMf funds for the Health Reimbursement Arrangement (HRA) created by the September 2011 Memorandum of Agreement between the Town and the M.G.L. c. 32B§§ 21/23 Public Employee Committee, the Town shall fund the HRA (including the third party administrator fee) in an annual calendar year amount of \$200,000. The HRA will be available to all employees on the Town's active health plans. The terms of the HRA shall be determined by the Town after consultation with the Health Insurance Advisory Committee. Any balance in the Town-funded HRA at the end of each year shall revert to

the Town. Claims by subscribers for reimbursement shall be made on a first come first serve basis as determined by the third party administrator. When the HRA maximum amount is \$10,000 or less, the Town shall notify the SEIU President and provide an electronic notice to those subscribers who provide an email address to the Human Resources Department.

#### **Acknowledgement that the Town has Fulfilled its Bargaining Obligations.**

SEIU acknowledge and agrees that the Town has fulfilled all bargaining obligations, including but not limited to any bargaining obligations pursuant to M.G.L. c. 150E, it may have had regarding the implementation of health insurance coverage and employee premium contribution rate changes set forth in paragraph #2 above.

#### **Acknowledgment that GIC will Determine Dollar Amount of Copayments, Deductibles and other Cost Sharing Plan Design Features**

Upon the transfer of members/subscribers to the GIC pursuant to 32B, §§ 21 and 23, the GIC will determine the dollar amount of copayments, deductibles and other cost sharing plan design features for members/subscribers. This provision shall replace the provisions on Health Insurance in the parties' May 2011 Memorandum of Agreement which amended Article XVIII Health Insurance of the parties collective bargaining agreement. The SEIU acknowledges and agrees that there is no inconsistency between this 2011-2012 collective bargaining agreement and the changes that will occur to health insurance benefits upon the Town transferring members/subscribers into the GIC pursuant to M.G.L. c. 32B §§ 21 and 23. Accordingly, the SEIU acknowledged and agreed that no delay in implementation of the transfer to the GIC is required by Section 4 of Chapter 69 of the Acts of 2011.

#### **Article XIX Snow and Ice Incentive**

Effective November 1, 2012, there shall be a Snow/Ice Response Incentive in accordance with the following:

1. \$400 Incentive

If:

- (a) an appropriate bargaining unit member reports to every winter season snow/ice event on and between November 1st and April 30th , and
- (b) there are at least two winter season snow/ice events in the season, and
- (c) the appropriate bargaining unit member works a minimum of two shifts or the duration of the snow/ice event, whichever is lesser,

the appropriate bargaining unit member shall receive a payment of \$400.

2 \$300 Incentive

If:

- (a) an appropriate bargaining unit member reports to all but one winter season snow/ice event on and between November 1st and April 30th, and
- (b) there are at least two winter season snow/ice events in the season, and

- (c) the appropriate bargaining unit member works a minimum of two shifts or the duration of the snow/ice event, whichever is lesser,  
  
the appropriate bargaining unit member shall receive a payment of \$300.
- 3. \$200 Incentive  
If:
  - (a) an appropriate bargaining unit member reports to all but two winter season snow/ice event on and between November 1st and April 30th , and
  - (b) there are at least two winter season snow/ice events in the season, and
  - (c) the appropriate bargaining unit member works a minimum of two shifts or the duration of the snow/ice event, whichever is lesser,  
  
the appropriate bargaining unit member shall receive a payment of \$200.
- 4. An appropriate bargaining unit member shall not be eligible for any incentive under this provision if three or more events are missed. An appropriate bargaining unit member may receive only one incentive under this provision. If an employee is on a scheduled vacation week, or a pre-approved personal day, where such day was scheduled and approved at least two calendar days prior to the storm and, if it is such employee's scheduled call week and a snow/ice event occurs during this time, the employee will not be penalized for missing such event. The employee will be regarded and "marked in" as on scheduled vacation or pre-approved personal leave. If an employee is out sick, absent or on an excused absence from work (including periods receiving workers' compensation benefits) and it is his/her scheduled call week such employee will not receive any credit for the snow/ice event.
- 5. The employee will be called for snow/ice events and given a grace period of 30 minutes to return the phone call to their Department Head or Supervisor. If a phone call is not returned by the employee within the grace period, the employee will be marked "not available".
- 6. Eligibility for the snow/ice incentive payment will be at the discretion of the Director of Public Works in consultation with the appropriate division heads. Eligibility for and the receipt of the snow/ice incentive payment shall not be subject to the grievance or arbitration process.
- 7. Any snow/ice incentive payment received under this provision shall not be considered regular compensation for any purposes including but not limited to pension purposes. Payment will be made on or about June 1st.

#### **Article XX     Miscellaneous Provisions**

- A. **Car Allowance** - Effective July 1, 1999, Car allowances will be adjusted annually in accordance with the Boston Area Consumer Price Index.
- B. **Compensatory Time** - All employees covered by this agreement who do not receive monetary reimbursement for time and a half and/or double time for

overtime worked shall instead receive compensatory time off from work at time and a half and/or double time rate. Compensatory time off shall be granted at the convenience of the department head so as not to interfere with the orderly and usual supply of services to the Town. Any employee required to work on a holiday shall receive in addition to the regular holiday pay an amount equal to one and a half (1 ½) time his regular rate of pay for all hours worked. If an employee is required to work in excess of a normal working day on a holiday, double time his regular rate of pay will be paid for all hours worked over a normal working day.

- C. **Separability of Provisions** - Should any provision of this agreement be found to be in violation of any federal or state law or civil service rule or Town by-law by a court of competent jurisdiction, all other provisions of this agreement shall remain in force and effect for the duration of this agreement.
- D. **No Discrimination** - The parties to this agreement agree that they shall not discriminate against any person because of race, creed, color, sex or age and that such persons shall receive the full protection of this agreement.
- E. **Union Representative** - A written list of union stewards and other representatives shall be furnished to the employer immediately after their designation, and the union shall notify the employer of any change. The above shall be granted time off up to three (3) hours per week during working hours to investigate and settle grievances. Additional time off may be granted with the approval of the appointing authority. Leave of absence with pay may be granted by the appointing authority to permanent employees who are authorized delegates of recognized employee organizations for the purpose of attending annual state conventions of their parent N.A.G.E. or independent organizations. However, if said employees' regular compensation is paid by the employee organization, then such leave of absence as may be granted by the appointing authority shall be without pay.
- F. **Pre-Existing Benefits and Conditions** - Any benefit, privilege or working condition existing prior to this agreement not specifically covered by this agreement shall remain in full force and effect and if proper notice is given by either party as to the desirability of amending, modifying or changing such benefit, privilege or working condition, it shall be subject to negotiation between the parties.
- G. **Access to Premises** - The employer agrees to permit representatives of the Service Employees International, Local 888 to enter the premises at any reasonable time after obtaining permission of the employer for individual discussion of working conditions with employees, provided care is exercised by such representatives that they do not interfere with the performance of duties assigned to the employees.
- H. **Employee's Personnel File** - the Employee's personnel file located at the personnel office shall be opened to him at all times during working hours.
- I. **Working Out of Classification** - No employees shall be required to perform any duties other than those presently and normally performed unless mutually agreed upon by the parties.
- J. **Bi-weekly pay** - The Town may implement bi-weekly pay on or after July 1, 2001 upon at least sixty (60) days notice to the Union.
- K. **Call Back Pay** - Any employee called back to work on the same day after having completed his assigned work and left his place of employment and before his next regular scheduled starting time, shall be paid at the rate of time and one

half for all hours worked on recall. He will be guaranteed a minimum of four (4) hours pay at time and one half. Those employees called in on emergency overtime between 12 AM and 8 AM shall receive minimum call back pay of four (4) hours only if called in at least two hours before their starting shift.

- L. **Licenses** – The employer agrees to pay for the cost of professional licenses required for an employee's position with the Town. Subject to the availability of town funds and department head approval the Town will also pay for seminars required for the retention of these licenses.
- M. **Tuition Reimbursement** - Upon the satisfactory completion of a pre-approved course that the Town Manager deems beneficial to the Town, the member employee shall receive reimbursement equal to 100% of the pre-approved tuition amount. The Town shall allot a total of \$2,000 for such reimbursement. Approvals shall be given only at the time of enrollment in the course, and will be reimbursed only at completion of the course. This provision shall expire June 30, 2008 unless mutually extended by the parties.
- N. **Break after 24 Hours straight work** - If an employee has worked a total of twenty-four (24) hours and his/her regular shift is to begin immediately after the end of such 24-hour period, the employee may be given an eight (8) hour break before being required to return to work. If the eight (8) hour break is not provided and the employee is required to remain on duty and work his/her regular shift immediately following the 24-hour period that he/she just completed working, the employee will remain on time and one half for the hours he/she works during his/her regular shift.

#### **Article XXI Town Meeting Approval**

It shall be the responsibility of the Town's bargaining agent and/or representative to present any or all proposals (as approved by both sides) to the town meeting members at the appropriate town meeting. All economic items are subject to annual appropriation as required by law and the failure of the Town Meeting to appropriate any such item shall not be deemed to terminate this agreement.

#### **Article XXII Exemption from Personal Liability**

The Town Manager shall not incur or be under any personal obligation or liability by reason of this agreement, the execution thereof, or anything herein contained.

#### **Appendix A Early Intervention Program**

If an employee has been out of work as a result of a work related injury and the Town's workers' compensation/line of duty office is advised by the employee's physician or the Town's examining physician or comparable medical provider that the employee is presently unable to perform the essential duties of their job and that their return to work is not imminent, then:

1. The Town will, if the condition so warrants, determine whether the employee would benefit from a medical or vocational rehabilitation program.
2. If such a determination is made, the Town will arrange to have the employee evaluated by a medical or vocational rehabilitation specialist to determine whether the employee would benefit from medical or vocational rehabilitation.

3. If it is determined that the employee would benefit from a medical or vocational rehabilitation program, said program will be developed and coordinated in conjunction with and input from the employee's attending physician and/or the Town's examining or consulting physician.
4. Any recommended medical or vocational rehabilitation program must be approved by the Town and the employee prior to its implementation and shall be reasonable.
5. The workers' compensation/line of duty office of the Legal Department shall monitor the implementation and progress of the rehabilitation program until the employee returns to his/her former position.
6. This early intervention procedure shall not interfere with the medically necessary treatment recommended by the employee's attending physician or other medical care providers.

If the employee and the Town are unable to agree on a proposed medical or vocational rehabilitation program, then the matter will be referred to the Arlington Contributory Retirement Board and the employee will be subject to the provision of M. G. L. Chapter 32 Section 5B, as amended.

This program and procedure shall not affect any mandatory compliance with the provisions of M.G.L. c. 152 or the Code or Massachusetts Regulations as they relate to medical or vocational rehabilitation regarding workers' compensation recipients.

### **Temporary Modified Work Program**

The Town's workers' compensation/line of duty injury office will attempt, where appropriate, to establish an individual program to enable modification of an employee's job and an early return to work in the same position for injured employees. In coordination with the affected employee's department head, the employee's and the Town's medical providers, the workers' compensation office will review the injured employee's job and assess how their job may be temporarily modified in order to enable him/her to return to the same position as soon as possible.

### **Appendix B Pay for Performance**

#### **Performance and Development Pay**

In continuance of its mission to provide excellent service to the community, the Town shall have the authority to implement a program where bargaining unit employees may apply to enhance their pay through improvements to their job performance. The program shall have the following guidelines:

1. There shall be two tracks for applying for this one-time payment of \$350 which shall be made in June:
  - a. Performance Pay – for employees demonstrating higher level of qualitative and quantitative output. The evidence and objective of this must be specific.
  - b. Development Pay – for employees who develop skills or competencies that can enhance their ability to perform in their current job, skills that can boost their eligibility for



potential promotional opportunities, or skills that will provide them with a broader understanding of the functions of government.

Employees may combine elements of the performance pay and development pay tracks in their application submission but they shall only be eligible for a maximum payment of \$350.

2. Employees must apply in writing to their Department Head with a copy to the Personnel Director by August 1, 2012 for payment in June 2013. Employees shall work with Department Heads in developing a finalized plan for achievement.

3. The Town and the Union will work cooperatively to develop specific standards to ensure the process is implemented as fairly as possible. Pay for performance is meant to reward exceptional performance, not to penalize those who are less than exceptional. The Union shall designate up to three individuals who shall have the authority to develop standards and sample lists of appropriate training and development classes in cooperation with Town designees (Town Manager, Deputy Town Manager, Human Resources Director). For example, professional development training should: be outside the routine or standard training required of a position, be training that is conducted for a minimum of 15 hours annually, have a measurable certification or testing component. Performance pay should be based on measurable, specific standards that improve either the morale or productivity of a division or some combination.

4. One-time look-back period. For the first year the contract July 1, 2012 – June 30, 2013 the stipend will be made available to employees who can show evidence of skill or performance achievements beyond those defined in their position description within the past two years. For example: the achievement of an advanced degree in a specified field when the requirement for their position is a bachelors degree in such field.

5. The program will be in place for the duration of the contract beginning July 1, 2015 and will expire at the end of the contract June 30, 2018 unless mutually extended by the parties.

6. In May of each year the employee will meet with the department head to evaluate his/her success in the employee's performance/development plan. The Department Head, in consultation with the Human Resources Director, will have the final determination of whether or not the proposed goals have been met. If the employee requests that the Department Head give their reasons for denial or less than full payment in writing, then a copy of the requested documentation will be placed in the employee's personnel file. The Department Head may recommend partial payment for good faith efforts by the employee to achieve the goals of their application. The determinations of the Department Head shall be final and his or her determination shall not be subject to the grievance or arbitration process.

For the Town



Adam Chapdelaine  
Town Manager

For the Union



Robert DeRosa  
SEIU President

Signed ~~November~~ *5* ~~2012~~  
*April*